

LEASE AGREEMENT

This lease agreement is made and entered into by and between the City of Bismarck, hereinafter referred to as "**Landlord**," and the county of Burleigh, hereinafter referred to as "**Tenant**."

1. **Lease of Premises.** The **Landlord**, in consideration of the rent to be paid and the covenants to be performed by the **Tenant**, does hereby lease to the **Tenant** the following-described premises situated in the City of Bismarck, Burleigh County, North Dakota:

First floor and one storage space in the basement of the building known as the City/County Building, located at 221 North 5th Street, Bismarck, North Dakota, and consisting of approximately 14,967.75 square feet, including only the area shown on Exhibit "A," attached hereto and made a part of this lease.

2. **Term of Lease.** The term of this lease shall be for a period of one year, commencing on the first day of January 1, 2024~~2~~, and terminating on the last day of December, 2024~~2~~. This Lease Agreement shall automatically renew for additional one-year periods, on the same terms and conditions, upon the expiration of the original or renewed term.

During the initial or renewed term of this Lease Agreement, the **Tenant** shall have the unilateral right to terminate the lease by giving 180 days' notice of its intent to cancel the lease and vacate the premises. This lease will not allow month-to-month tenancy and shall terminate at the end of the term. The parties can execute a new lease or vacate the premises.

Failure to pay the Rental Payments below on the dates indicated, which if it continues for a period of ten (10) days after written demand by the **Landlord** for payment, shall be a considered a default and result in termination of the lease.

3. **Rental Payments.** The **Tenant** agrees to pay as rental for the premises \$15.00 per square foot for a total of \$224,516.25 (14,967.75 square feet x \$15.00 per square foot) on an annual basis during the term of this lease. Rental payments are payable monthly on the 1st of each month in advance of occupancy or in installments as the parties hereto may agree in writing. ~~The parties agree that while the remainder of the lease will be effective upon signature, the rental payments for 2022 shall be based on \$4.00 per square foot and increase to the regular rate on January 1, 2023.~~

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4. Improvements and Remodeling. The **Tenant** agrees to assume the cost of improvements or remodeling necessary or desired in those areas leased by the **Tenant**. All proposed improvements shall be subject to prior written approval by the **Landlord**.

5. The Landlord's Obligations. The **Landlord** agrees as follows:

a. To provide commercially reasonable utility service to the leased premises, excluding telephone and internet.

b. To comply with the requirements of applicable building and housing codes materially affecting health and safety and to comply with all applicable laws of this state and ordinances of the City of Bismarck in force from time to time relating to the leased premises and **Landlord's** obligations thereto.

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c. To keep all common areas of the premises in a clean and safe condition.

d. To furnish janitorial services.

6. The Tenant's Obligations. The **Tenant** agrees as follows:

a. To use commercially reasonable amounts of utilities for its operations and **Tenant's** uses only.

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b. To pay the rental when due.

c. To keep the leased premises in a clean, safe, and healthful condition, and to maintain the leased premises in such repair as the same is at the time of initial occupancy during the term of the lease, save and except only reasonable use and wear, and damage by fire and unavoidable casualty.

d. Not to make or suffer any unlawful, improper, or offensive use of the premises, and to keep and observe all of the laws of this state and the ordinances of the City of Bismarck in force from time to time relating to the leased premises or the use thereof.

e. To permit the **Landlord** at all reasonable times to enter upon and examine the premises and to make such repairs as may be thought necessary by the County for the protection of the premises.

f. To surrender the leased premises to the **Landlord** at the expiration of the Lease Agreement in as good condition and repair as the same were in when the premises were occupied, reasonable wear and tear and damage by fire or other unavoidable casualty only excepted. Also, in default of the payment of any rents due or failure to perform any of the terms or conditions of this lease, then to surrender premises upon demand made by the **Landlord**. Upon expiration of the Lease Agreement, the **Tenant** grants to the **Landlord** the right of reentry to such premises, should the option to extend the lease not be exercised.

g. To pay for its share of janitorial services. The **Tenant's** share of the janitorial services shall be computed based upon the total square footage leased by the **Tenant** as a percentage of the total usable square footage in the building. The **Tenant** agrees to pay its share of the cost of janitorial services promptly when due.

h. **TENANT** shall permit no signs to be placed outside the Leased Premises unless approved in writing by the Renaissance Zone Authority Board acting as the Downtown Design Review Committee, except what is presently on the building.

7. **Termination of Lease in the Event of Destruction of Premises.** It is agreed that in the event the leased premises are destroyed or damaged by fire or the elements to the extent they should be un-tenantable, then this lease shall immediately terminate, unless the **Landlord**, within 20 days of the happening of such event, gives notice of intention to restore the building and restore possession of the leased premises to the **Tenant**, and shall fully restore such premises within a reasonable time thereafter, provided, that during the term between destruction and restoration the payment of such rent shall be suspended.

8. **Assignment.** This lease may not be assigned or sublet by the **Tenant** without the prior written consent of the **Landlord**. This lease shall not terminate by reason of any sale of the premises by the **Landlord** to third parties, but shall continue throughout the entire term.

Dated this ____ day of _____, 202~~3~~2.

ATTEST:

CITY OF BISMARCK, NORTH DAKOTA

Keith Hunke
President
City Administrator

~~Steve Bakken~~ Micheal T. Schmitz,
Board of City Commissioners

STATE OF NORTH DAKOTA)
) SS.
COUNTY OF BURLEIGH)

On this ____ day of _____, 2023, before me personally appeared Michael T. Schmitz, President of Board of City Commissioners, and Keith Hunke, City Administrator, known to me to be the persons who are described in, and who executed the within and foregoing instrument and who severally acknowledged to me that they executed the same.

Notary Public

Dated this ____ day of _____, 202~~3~~2.

ATTEST:

BURLEIGH COUNTY, NORTH DAKOTA

Leo Vetter
Chair~~man~~
County Auditor/Treasurer

~~James Peluso~~ Becky Matthews,
Board of County Commissioners

STATE OF NORTH DAKOTA)
) SS.
COUNTY OF BURLEIGH)

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On this _____ day of _____, 2022, before me personally appeared Steve Bakken President of Board of City Commissioners, and Keith Hunke, City Administrator, known to me to be the persons who are described in, and who executed the within and foregoing instrument and who severally acknowledged to me that they executed the same.

Notary Public

STATE OF NORTH DAKOTA)
) SS.
COUNTY OF BURLEIGH)

On this _____ day of _____, 2023, before me personally appeared ~~James Peluso~~ Becky Matthews, Chair~~man~~ of Board of County Commissioners, and Leo Vetter, County Auditor/Treasurer, known to me to be the persons who are described in, and who executed the within and foregoing instrument and who severally acknowledged to me that they executed the same.

Notary Public

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Keith Hunke

From: Splonskowski, Mark D. <msplonskowski@nd.gov>
Sent: Monday, May 22, 2023 9:00 AM
To: Keith Hunke; Jason Tomanek
Subject: Storage room square footage

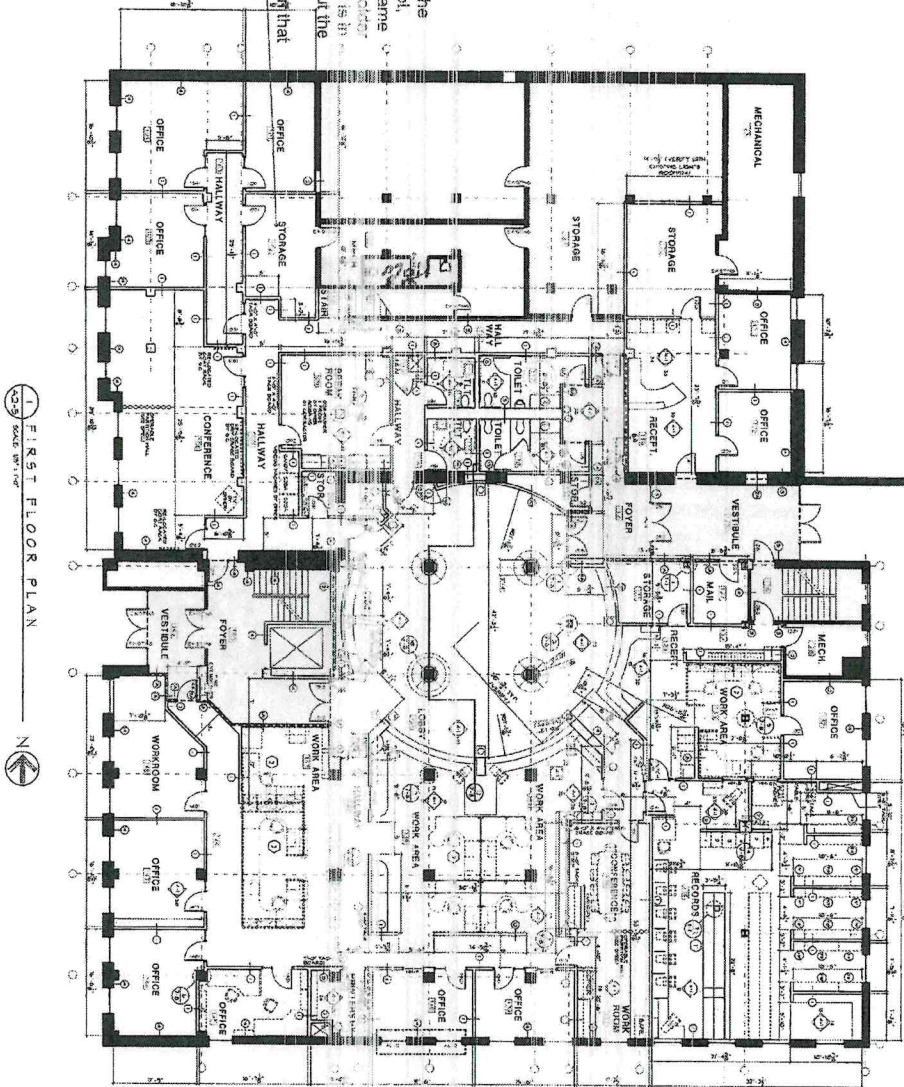
CAUTION: ***External Email - Use caution clicking links or opening attachments***

My measurements of the back storage area places it at approximately at 1175 square feet. Please let me know if this is similar to the measurement you have. Thanks

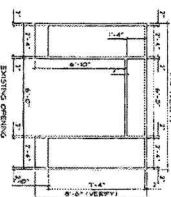
Mark Splonskowski
Burleigh County Auditor/Treasurer

** Burleigh County also has storage in the
basement of City/County Bldg.*

Is this the storage room the sample came from? If not, please identify where it came from. This is located on old plan. Storage Room 102 is in the same general area but the outline of the room has changed. Is that the room that was tested?



ALUMINUM FRAME ELEVATIONS



EXPLODED VIEW
AL-1
AL-2

KEY

ALL CONNECTIONS AND JOINTS ARE TO BE MADE IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.

CONNECTIONS SHALL BE MADE IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. EXISTING CONDITIONS SHALL BE MAINTAINED UNLESS OTHERWISE NOTED. ALL DIMENSIONS SHALL BE IN FEET AND INCHES. DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.

ALL DIMENSIONS SHALL BE IN FEET AND INCHES. DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED. EXISTING CONDITIONS SHALL BE MAINTAINED UNLESS OTHERWISE NOTED.

A2-5
OF 13

BURLEIGH COUNTY OFFICE REMODELING
FIRST FLOOR CITY/COUNTY BUILDING
BISMARCK, NORTH DAKOTA



JIRAN ARCHITECTS & PLANNERS P.C.
BOX 6210 • 1431 INTERSTATE LOOP • SUITE A • BISMARCK, ND 58502
PHONE: 701-256-7771 FAX: 701-256-1872 EMAIL: jiran@jirapc.com

PROJECT NO: 093
DRAWN BY: D.A.
CHECKED BY: D.A.
DATE: 01/10/02
REVISION:

1st Floor City/County Bldg

Keith Hunke

From: Dmitriy Chernyak
Sent: Friday, May 19, 2023 9:51 AM
To: Keith Hunke
Subject: Fwd: Storage Area

Dmitriy Chernyak, CPA
Finance Director
City of Bismarck, ND
221 N. 5th Street
Bismarck, ND 58503
(701) 355-1601
dchernyak@bismarcknd.gov

Begin forwarded message:

From: Kathy Wangler <kwangler@bismarcknd.gov>
Date: May 19, 2023 at 9:37:02 AM CDT
To: Dmitriy Chernyak <dchernyak@bismarcknd.gov>, Jannelle Combs <jcombs@bismarcknd.gov>
Subject: Storage Area

Municipal Court has a 12x14 storage area

Thanks

Kathy Wangler
Clerk of Court

City of Bismarck
Municipal Court
514 E Thayer Ave
Bismarck, ND 58501

Office: 701-355-1350
Website: bismarcknd.gov
Facebook: facebook.com/bismarcknd.gov | Twitter: twitter.com/BismarckNDGov | Instagram:
instagram.com/bismarckndgov

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